

# SECO SEALS INC.

A-740-001-D

11/24/15

## Purchase Order Terms and Conditions

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1. ACCEPTANCE AND MODIFICATION: THIS CONTRACT SHALL CONSTITUTE THE WHOLE CONTRACT BETWEEN SECO SEALS INC. AND THE VENDOR.
2. PRICES AND DEDUCTIONS: THE PRICE SHALL BE THE AMOUNT ON THE PURCHASE ORDER MINUS DEDUCTIONS. THE VENDOR WARRANTS THAT THE PRICE QUOTED IS COMPLETE.
3. SHIPPING AND PACKING: VENDOR WARRANTS THAT THE PARTS SHALL BE SUITABLY PACKED FOR SHIPPING.
4. DELIVERIES: SHIPPING SHALL BE F.O.B. VENDOR'S PLANT VIA UPS GROUND.
5. RISK OF LOSS: ALL RISK OF LOSS DURING SHIPMENT SHALL BE SOLE RESPONSIBILITY OF VENDOR.
6. INSPECTION AND QUALITY CONTROL: FINAL INSPECTION SHALL BE MADE WITHIN A REASONABLE TIME AFTER RECEIPT OF GOODS.
7. RIGHT OF ACCESS: SECO SEALS INC., A CUSTOMER OR A REGULATORY AUTHORITY SHALL HAVE THE RIGHT OF ACCESS TO APPLICABLE AREAS OF ALL FACILITIES, AT ANY LEVEL OF THE SUPPLY CHAIN, INVOLVED IN THE ORDER AND TO ALL APPLICABLE RECORDS. TO VERIFY THAT THE SUBCONTRACTED PRODUCT CONFORMS TO SPECIFIED REQUIREMENTS, THE VENDOR SHALL PROVIDE ACCESS TO ALL REASONABLE FACILITIES AND PROVIDE ASSISTANCE FOR THE SAFETY AND CONVENIENCE OF THE INSPECTORS IN THE PERFORMANCE OF THEIR DUTIES, WITHOUT ADDITIONAL COST, IN ORDER TO COMPLY WITH ANY AND ALL PROVISIONS OF QUALITY STANDARDS ISO 9001 AND AS9100.
8. GOVERNING LAW: THIS AGREEMENT SHALL BE CONDUCTED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.
9. NONCONFORMING PRODUCT: THE SUPPLIER SHALL NOTIFY SECO SEALS INC. OF NONCONFORMING PRODUCT AND OBTAIN APPROVAL FROM SECO SEALS INC. OF NONCONFORMING PRODUCT DISPOSITIONS.
10. CHANGES: THE SUPPLIER SHALL NOTIFY AND OBTAIN APPROVALS FROM SECO SEALS INC., WHEN APPLICABLE, OF ANY CHANGES IN PRODUCT AND/OR PROCESS, CHANGES IN SUPPLIERS AND CHANGES OF MANUFACTURING FACILITY LOCATION.
11. SUPPLIER REQUIREMENTS FLOW DOWN: THE SUPPLIER SHALL FLOW DOWN TO THE SUPPLY CHAIN THE APPLICABLE REQUIREMENTS INCLUDING CUSTOMER REQUIREMENTS.
12. RECORD RETENTION: THE SUPPLIER SHALL MAINTAIN PRODUCT MANUFACTURING, INSPECTION AND TEST RECORDS, AS APPLICABLE FOR A MINIMUM OF SEVEN (7) YEARS.
13. CERTIFICATE OF CONFORMANCE: THE SUPPLIER SHALL PROVIDE A CERTIFICATE OF CONFORMANCE WITH ALL SHIPMENTS.
14. PRODUCT IDENTIFICATION AND TRACEABILITY: WHERE APPLICABLE, THE SUPPLIER IS REQUIRED TO INDICATE THE LOT CODE, BATCH NUMBER AND COMPANY PART NUMBER.
15. TOOLING: WHERE APPLICABLE, THE SUPPLIER WILL MAINTAIN AND CONTROL TOOLING.
16. RAW MATERIAL CERTIFICATES: THE SUPPLIER SHALL PROVIDE CHEMICAL AND PHYSICAL CERTIFICATES FOR ALL RAW MATERIAL.
17. Receiving Inspection: If raw material is drop shipped to the supplier from a SECO SEALS Inc. vendor, the supplier shall perform receiving inspection to include verification of the raw material identification, count, damage and material/chemical certificates.